

# OUR CUSTOMER TERMS

## CallIN by Telstra

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Certain words are used with the specific meanings set out **Error! Bookmark not defined.**<sup>11</sup> and in [the General Terms of Our Customer Terms](#) (“General Terms”).

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## 1 ABOUT THIS SECTION

### Our Customer Terms

- 1.1 This is the CallIN by Telstra section of Our Customer Terms. The General Terms also apply unless you have a separate agreement with us, which excludes the General Terms.

### Inconsistencies

- 1.2 This section applies to the extent of any inconsistency with the General Terms.
- 1.3 If this section lets us suspend or terminate your service, that’s in addition to our rights to suspend or terminate your service under the General Terms.

### No assignment or resupply

- 1.4 The CallIN by Telstra Service is not available for resale. You must not assign or resupply the Cisco SaaS Service to anyone.

### Requests subject to approval

- 1.5 We can accept or reject any request or application for a service, feature, functionality or anything else at our option.

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## 1 GENERAL

- 1.1 The prices and discounts set out or referred to in this section of Our Customer Terms will be effective from implementation into our billing systems.
- 1.2 All prices set out or referred to in this section of Our Customer Terms are GST exclusive unless otherwise stated.

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## 2 SERVICE DESCRIPTION

- 2.1 CallIN by Telstra (the **Service**) is a hybrid cloud call recording, reporting and analytics solution for VoIP handsets and softphones.
- 2.2 The Service passively captures a copy of VoIP traffic on a your network, packages captured calls with meta data and pushes it to our supplier’s customer portal where a suite of features can be used to listen, review, annotate, tag, rate, group, search, analyse, report and email.
- 2.3 The Service permits you to record, annotate and search inbound and outbound calls, and includes the following features:
- (a) record all or individual inbound and outbound calls on the Service

Users VoIP desk phones and soft phones within the customer's local network;

- (b) potentially be able to record portions of any individual calls;
- (c) annotate/tag call recordings with the Service User's own text notes, during and after a call has been recorded;
- (d) use of a web based user interface (including log on details/credentials) to enable authorised Service Users to access call records;
- (e) browse, search and review audio files from an archive of call recordings based on automatically captured meta-data (e.g. CLI, date/time) and their own annotations;
- (f) download call recordings; and
- (g) track and review call statistics (e.g. quantity, frequency, duration).

2.4 You acknowledge that we are prohibited from providing you information that would enable a customer or telephone line to be identified where that customer has requested that we block their calling line identification (CLI). Accordingly, any call information we provide you under this Service Schedule will not include the last four digits of the relevant telephone numbers.

### Service Software

- 2.5 We will provide you with access to and a licence to use the following Service Software:
- (a) Application software for recording and storage of calls; and
  - (b) Web-based software for browsing, searching, annotating, and downloading calls.

## 3 YOUR OBLIGATIONS

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- 3.1 To enable us to provide the Service to you, you must acquire (and maintain throughout the term of this Service Schedule) the following from us:
- (a) a VoIP telephony system with VoIP handsets;
  - (b) an Inbound service;
  - (c) Recording PC: a Windows based PC or server with wired LAN port to install the thin client software. This will require the specifications in clause (d) Operating System: Windows 7, Vista, XP, Windows Server 2003 or Windows Server 2008/R2, both 32-bit and 64-bit CPU and Memory Requirements:
    - (i) 1 to 30 concurrent calls

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CPU – Intel Atom N450 (single core 1.6 GHz with hyper threading) or better

Memory – 512 MB

- (ii) 31 to 100 concurrent calls

CPU – Intel Core i3 2.4GHz or better

Memory – 2 GB

- (iii) 101 to 300 concurrent calls

CPU – Intel Xeon E5 Hex core 2.4GHz or better

Memory – 4 GB

- (d) a network switch with port mirroring capability that connects the VoIP handsets call traffic; and
- (e) the other requirements specified in the attachments to this Service Schedule.

3.2 If the VoIP or Inbound services referred to in clauses 3.1(a) and 3.1(b) of this Service Schedule is transferred, cancelled, disconnected or suspended (whether temporarily or permanently), you must notify us as soon as possible and nominate an alternative Inbound Service for use in connection with the Service. If you fail to notify an alternative Inbound Service within 2 Business Days, we may immediately suspend or cancel your Service without any liability.

3.3 You must comply with all applicable laws, standards and codes in its use of the Service (including those related to privacy).

3.4 You must not use the Service (including Service Software and Service Hardware) or let the Service (including Service Software and Service Hardware) be used:

- (a) without first obtaining our express written approval, in relation to the business or affairs of any person other than you, including selling, reselling or providing the Service (or any part of them) to other people;
- (b) for unlawful or illegitimate purposes, including to commit any an offence or breach any laws, standards or codes;
- (c) to engage in any form of peer-to-peer file sharing; or
- (d) in a manner which will expose us to the risk of any claim, legal or administrative action.

3.5 You are solely responsible for the use (or attempted use) of the Service by you or any third party whether authorised or not. You must keep your

passwords or other identification codes for the Service secure.

- 3.6 You must only use the Service for your own internal purposes and business operations within Australia.
- 3.7 You must only allow a third party to use a part of the Service with our prior written consent. You will be responsible for any consequences resulting from any actions of the third party.
- 3.8 Other than as expressly permitted by this Service Schedule or by law (if at all), you must not resell or provision the Service to any person, copy any part of the Service for any purpose, prepare second or subsequent running versions of the Service, permit the Service to be distributed or transmitted from one computer to another or placed on a network or reverse engineer or make any modification to the Service.
- 3.9 We may vary the storage capacity allocated to you after giving not less than twenty-one (21) days' notice of such change.
- 3.10 If we consider that you have breached or are likely to breach any of your obligations under this clause, we may immediately suspend or terminate the provision of the Service (with or without prior notice to you).

## 4 PROCESS

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### Inbound calls

- 4.1 For inbound calls, where it is possible, you must set up an automatic recorded voice announcement that will inform the caller that the call will be recorded unless the customer wishes to opt out.
- 4.2 If an automatic recorded voice announcement cannot be set up, you must inform the caller that the call will be recorded unless the caller wishes to opt out.

### Outbound calls

- 4.3 For outbound calls, when the customer answers the call, you must immediately inform the customer that the call will be recorded unless the customer wishes to opt out.

### Your opt out of recording

- 4.4 You can choose to not record a specific call. This can only be done after the call has been answered (i.e. both parties are connected). You can opt-out of recording the call at any point in the conversation and the whole call will not be recorded.

### Recording individual calls on demand

- 4.5 You can choose to have either the whole call recorded, or just the portion of the call after recording is activated.

### Accessing recordings

- 4.6 After the call has been recorded, the recording will be uploaded to the secure cloud storage for access via the Web UI. You can access the recorded call via the web UI within approximately 2 minutes of the call ending.

## 5 SECURITY

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- 5.1 We aim to but does not guarantee that we will:
- (a) prevent the Service from being visible to third parties; and
  - (b) protect our equipment and Service platform against intrusions, viruses, trojan horses, worms, time bombs or other similar harmful software which may affect your receipt of the Service as well as vulnerabilities which may expose our equipment and Service platform to the risk of intrusion or attack.
- 5.2 You are solely responsible for the content and security of any data or information which is sent or received using the Services.
- 5.3 You must make reasonable efforts to prevent unauthorised access to the Service including by not disclosing user names and passwords related to the Services.
- 5.4 You acknowledge that:
- (e) it is your responsibility to determine whether your use of the Service would comply with any security protocols or standards relevant to you or your business; and
  - (f) we have made no representations to you or implied in any way that the Service is suitable for any particular inbound or outbound call recording use or that it is suitable for all types of inbound or outbound call recording uses.

## 6 CUSTOMER INDEMNITY

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- 6.1 You indemnify us against any third party Claim which arises in connection with or as a result of us hosting, storage or use of your data (including hosted phone records and content).
- 6.2 You indemnify us against any third party Claim which arises in connection with or as a result of your use of your data (including hosted phone records and content) and your failure to comply with the appropriate consent processes, including any failure by you to obtain consent to the recording of calls or the failure of you to notify a person of, and obtain consent to, the recording of a call (whether or not due to human or technical machine error) or retaining or proceeding with recording of a call where consent has not been provided.

## 7 INTELLECTUAL PROPERTY

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- 7.1 You acknowledge that we (or our licensors) own all rights (including

intellectual property rights) in or related to your Service, including all documents, processes, Service Configurations or software provided in connection with the Services.

- 7.2 We (or our licensors) will own all rights in any copy, translation, modification, adaptation or derivation of the Service, including any improvement or development of the Service.
- 7.3 You must promptly do anything we reasonably ask from time to time (such as obtaining consents and signing documents) to assign these rights to us or our licensors or perfect these rights in our (or our licensors') name.
- 7.4 You must not take any action that jeopardises our (or our licensors') rights in or related to the Service, or acquire any right in the Service other than the rights specified in this Service Schedule.
- 7.5 We grant to you a non-exclusive, royalty free, non-transferable licence to use and exercise all Intellectual Property Rights in those materials during the Service term but solely for the purpose of using the Service.
- 7.6 You must comply (and must ensure that your employees, officers and contractors comply) with all licence terms applicable to the Service.
- 7.7 If we use third party software to provide the Service to you, we may require you to enter into third party terms and conditions in relation to such third party software and you agree to enter into and comply with such third party terms and conditions.
- 7.8 Except as permitted by a law the operation of which cannot be excluded by the parties, you must not (and must ensure that your employees, officers and contractors do not), in relation to the Service Software:
- (a) remove any copyright, trade mark or similar notices on that software;
  - (b) attempt to reverse engineer, decompile, disassemble, or derive any part of the source code of that software; or
  - (c) modify, translate, or create derivative works based on that software.
- 7.9 If we provide you with use of the Service Hardware, you may only use it for the sole purpose of you accessing and using the Services.
- 7.10 You must immediately inform us if you are or become aware of any infringement or suspected infringement of our or our licensors' Intellectual Property Rights.

## **8 SERVICE CHARGES**

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- 8.1 The Service Charges and (if relevant) the TBS Repayment Option charges are set out in your application form or agreement with us.
- 8.2 We will bill the Service Charges or the TBS Repayment Option charges against the Inbound Service associated with your Inbound Service.

- 8.3 In addition to the Service Charges, you must pay us for any other telecommunications service we provide in connection with the Service (such as the Inbound Service).

## 9 CONTENT

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### Responsibility for Content

- 9.1 You are solely responsible for the Content and for arrangements with any third parties to access the Content.
- 9.2 Without limiting clause 9.1 of this Service Schedule, you must:
- (a) prepare and maintain the Content,
  - (b) pay all costs associated with the Content (including without limitation the conversion of the Content to any format reasonably requested by us);
  - (c) obtain all consents, approvals, licences and permissions required for the use of the Content (including without limitation, if applicable, APRA licences for use of any music within the Service ); and
  - (d) ensure that the Content is accurate, is up-to-date, is not misleading, is not defamatory, does not contain offensive language or material, does not breach any applicable laws, standards, content requirements or codes, does not infringe any third party rights, and does not and will not expose us to the risk of any claim, legal or administrative action or prosecution.
- 9.3 We are under no obligation to review or edit the Content. However, if we choose to do so, we may require you to delete any part of the Content that, in our reasonable opinion, infringes or is likely to infringe clause 9.2 of this Service Schedule or alternatively, we may suspend, limit or cancel your Service.

### Licence of Content

- 9.4 You grant us a licence to use, disclose and reproduce:
- (a) all Content supplied to us; and
  - (b) all your information specified in this Service Schedule or otherwise supplied to us,
- in order to enable us to fulfil our obligations under this Service Schedule or for planning or product development purposes.

### Intellectual Property Indemnity

- 9.5 You indemnify us, our officers, employees and agents against any loss, damage, liability, claim and expense (including, but not limited to, on a full indemnity basis all legal costs, defence and settlement costs) directly or

indirectly arising out of, or in connection with any Claim that any rights of, or claimed or the subject of an application by, any other person may be, or if granted may be, infringed by the Content or use of the Content unless that Claim is due to our negligent or wrongful act or omission or our breach of this Service Schedule.

## 10 PERFORMANCE, FAULTS, MAINTENANCE AND OPERATION

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### Availability

- 10.1 We will endeavour to ensure, but do not guarantee that your Service will be continuous and fault free throughout the Service Schedule Term.
- 10.2 You acknowledge that all service levels set out in this Service Schedule are targets only.

### Capacity

- 10.3 We will endeavour to ensure, but do not guarantee that your Service has sufficient capacity to deal with the volume of calls agreed with you.
- 10.4 You understand that any peak in calls above the agreed capacity may affect the availability and quality of your Service and the Services we provide to our other customers.

### Fault Reporting

- 10.5 We will operate a fault reporting help desk (Help Desk) 24 hours a day, 7 days a week. The Help Desk will be your first point of contact for reporting service difficulties and faults in relation to the Service
- 10.6 You may only contact the Help Desk for reporting service difficulties and faults in relation to the Service and in the manner notified by us from time to time. If you report a service difficulty or fault to the Help Desk and we determine that the fault lies outside the scope of the Service we may charge you an additional charge.
- 10.7 We aim to respond to all reported faults within 2 Business Hours of the fault being reported to the Help Desk and we aim to restore the fault within 2 Business Days of the fault being reported to the Help Desk.
- 10.8 Support of other Telstra products or Service you acquire in connection with the Service (including without limitation Inbound Services) is not covered by this Service Schedule.

### Maintenance & Upgrades

- 10.9 We may choose to maintain or upgrade our platform and/or standard service templates for the purpose of adding new features to and/or fixing defects in the Service (**Maintenance**).
- 10.10 We will endeavour to minimise the impact of any Maintenance on your

Service, however you understand that despite our efforts, your Service may be affected during the period of Maintenance.

### Scheduled outages

- 10.11 If we require a scheduled outage, we will use reasonable endeavours to:
- (a) provide you at least 48 hours' notice;
  - (b) provide reasonable assistance to implement call redirection requirements during the period of the scheduled outage; and
  - (c) ensure that scheduled outages do not exceed 10 hours per Quarter in aggregate.
- 10.12 It is your responsibility to manage your telecommunications traffic in the event of any outage.

### 11 NO WARRANTIES

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- 11.1 To the extent permitted by law, we provide the Service without any representation or warranty or guarantees of any kind. For clarity, we provide no representation, warranties or guarantees about the suitability, reliability, availability, timeliness, lack of viruses (or other harmful components), accuracy and/or ownership of the information, software (including the Service Software and Service Hardware), products, Service and related graphics contained within or generated by the Service whether express, implied or statutory, including without limitation the implied warranties or merchantability, fitness for a particular purpose, title and non-infringement.

### 12 EARLY TERMINATION

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- 12.1 If this Service Schedule is terminated before the end of the Service Schedule Term other than for our material breach:
- (a) we may charge you an amount equal to your monthly charge multiplied by 90% multiplied by the number of months (or part of a month) in the remainder of the Service Schedule Term. You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer; and
  - (b) we will not pay a refund or credit for any unused Service that you have paid for in advance.

### 13 CONSEQUENCES OF TERMINATION

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- 13.1 Where the Service is terminated for any reason:
- (g) you must immediately cease using the Services;
  - (h) you will return or uninstall/delete the Service Software (and all set-up emails/correspondence or manuals) and we will decommission or deactivate portals, web user interfaces, servers, account log-

ins/passwords and the like used to provide the Services;

- (i) you must promptly return to us all Service Hardware; and
- (j) we will delete your data.

#### 14 SUBCONTRACTING

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- 14.1 You must not subcontract the performance of any of your obligations under this Service Schedule without our prior written consent (which must not be unreasonably withheld).
- 14.2 You are liable to us for the acts and omissions of your subcontractors, agents and employees.

#### 15 DEFINITIONS

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- 15.1 In this Service Schedule unless otherwise indicated:

**Act** means the *Telecommunications Act 1997* (Cth);

**APRA** means the Australian Performing Rights Association;

**Business Day** means a day other than a Saturday, Sunday or public holiday in the jurisdiction specified in the governing law clause;

**Business Hour** means 8.30am to 5.30pm on a Business Day.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whether present or future, fixed or unascertained, actual or contingent, at law, in equity, under statute or otherwise;

**Configuration** means any data or service associated with the Service;

**Content** means all data, recordings, music, advertising or information accessible via the Service;

**Help Desk** has the meaning given in clause 0 of this Service Schedule;

**Inbound Service** means an inbound service described in the Inbound Network Service section of Our Customer Terms. The Inbound Service associated with your Service at the Service Start Date is set out in your Application Form;

**Intellectual Property Rights** means all rights conferred under statute, common law or equity in and in relation to registered and unregistered trademarks, business marks, trade names, logos and get up, confidential information, moral rights, copyright, patents and design;

**IP Networking Service** means in IP networking service as described in the IP Solutions Section of Our Customer Terms;

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**IP Solution** means an Internet Protocol based data network solution as described in the IP Solutions Section of Our Customer Terms. An IP Solution consists of at least one IP Networking Service and may also include value added services;

**Maintenance** has the meaning given in clause 10.9 of this Service Schedule;

**Personnel** in relation to a party means the officers, employees, agents, contractors and subcontractors of that party;

**Related Entity** has the meaning it has in the *Corporations Act 2001* (Cth);

**Representative** of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer, or subcontractor of that party;

**Service Charges** means all charges payable by you under this Service Schedule for the Service, including without limitation the charges specified in Attachment 1;

**Service Desk** means the Service desk for the reporting by Customer of all known faults;

**Year** means a 12 month period commencing on the Service Start Date or an anniversary of the Service Start;

**You** includes your Personnel.

### Attachment 1 – Service features and charges

#### 1 SERVICE FEATURES

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Fixed voice recording

On-demand voice recording

Call playback

Advanced search capability

Annotate (at time points), comment, tag and rate calls

DTMF tone based programming

Dashboard with key metrics

Handset grouping

Standard reports

Custom built reports

Scheduled reports

Audit trail and granular user privileges

Data Sovereignty

PCI DSS compliance features

CRM integration with Salesforce and others

Fully featured Rest API for custom integrations

MD5 security

2048 bit secure SSL certificate and 256 bit symmetric key between end-points

AES-256bit encryption for stored calls

Real time fail-over and GEO redundancy

Up to 7 Years of rolling storage (see clause 2.2 below).

#### 2 CHARGES

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2.1 All charges for the Service are set out in your application form or agreement with us.

2.2 7 Years of rolling storage is included in the base monthly charge. If you wish to access call recordings and data older than 1 Year then you will need to

purchase additional storage for each handset at an additional charge.

### 3 TBS REPAYMENT OPTION

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- 3.1 Under the TBS Repayment Option (**TBSRO**), you must pay us for the Service by monthly instalments as set out in your application form or agreement with us, on the terms and conditions in this Attachment 1.
- 3.2 To be eligible for the TBSRO:
- (a) your application must be approved by us; and
  - (b) if we have requested it, you must enter into a Managed Service agreement with us for the relevant site.
- 3.3 You must make a separate application to us if you wish to apply the TBSRO to further equipment or services. The eligibility criteria in section 3.2 will apply. If we approve an application for further equipment or services, a new TBSRO Charge will apply.
- 3.4 Title to the equipment supplied to you under the TBSRO will not pass to you until you have paid the whole of the TBSRO Charge.
- 3.5 You acknowledge and agree that, if you apply for the TBSRO, we or our agents will perform investigations of your credit worthiness.
- 3.6 You understand and acknowledge that the total TBSRO Charge for eligible equipment and services will be greater than if you paid for the same equipment and services upfront.
- 3.7 You must seek independent advice concerning:
- (a) clause 3.6; and
  - (b) which payment option for the Telstra Supplied Equipment (sale, lease, rent or TBSRO) is best for you,
- and you acknowledge that you have not relied on any opinion or advice that we or our dealers may have given you concerning payment options.
- 3.8 The terms and conditions of the TBSRO apply in addition to those of any other agreement that you have entered into with us.